

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

BKY No. 04-43495
Chapter 7

Jerald Ernest Truh and Hummy
Delona Truh,

**NOTICE OF MOTION AND MOTION
TO SELL PROPERTY FREE AND CLEAR**

Debtors.

TO: All parties and other entities as specified in Local Rule 9013-3.

1. Randall L. Seaver, Trustee in the above matter, by and through her undersigned attorney, moves the court for the relief requested below and gives notice of hearing.

2. The Court will hold a hearing on this motion in Courtroom 7 West, U.S. Bankruptcy Court, 300 South Fourth Street, Minneapolis, MN 55415 at 10:30 a.m. on October 20, 2004 before the Honorable Nancy C. Dreher, U.S. Bankruptcy Judge for the District of Minnesota.

3. Any response to this motion must be filed and delivered not later than October 13, 2004 which is seven days before the date and time set for hearing on this motion or filed and served by mail not later than October 8, 2004 which is ten days before the time set for the hearing on this motion. **UNLESS A RESPONSE IS TIMELY SERVED AND FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. The petition commencing this case 7 case was filed on June 22, 2004. The case is now pending in this court.

5. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Bankruptcy Rule 5005 and Local Rule 1070-1. This motion arises under 11 U.S.C. §363.

6. The Trustee seeks court approval to sell a 2004 Polaris Sportsman 500 ATV Registration No. 939PU (“Polaris”) free and clear of all liens and claims, if any, of Household Bank (sb), NA (“Household”).

7. The Debtors have asserted to the Trustee that Household has a purchase money security interest in the Polaris. The evidence the Debtors have produced regarding the Polaris purchase indicates that the Polaris was purchased on July 24, 2003 for \$5,915.74 less \$5,200 which the Debtors received for trade-in value with a total amount of \$715.74 put on a credit card. True and correct copies of that correspondence and relevant attachments are attached hereto as Exhibit A.

8. It appears there are no UCC filings for the Polaris. The Trustee requested information from Household by letter of August 4, 2004, regarding any purported security interest it held. The Trustee has received nothing from Household in response to that correspondence. A copy of that correspondence is attached hereto as Exhibit B.

9. The Trustee again corresponded with Household on August 26, 2004 to request proof of any purported purchase money security interest. A true and correct copy of that letter is attached hereto as Exhibit C. The Trustee has received nothing in response to that correspondence.

10. The Trustee subsequently spoke with Melissa Jefferies, a paralegal at the firm of Bass & Associates, in Tucson, AZ which represents Household about the purported purchase

money security interest and again asked for any proof of any such interest. The Trustee has received nothing from that law firm relating to any purported security interest.

11. The Trustee seeks authorization to sell the Polaris free and clear of any claimed liens of Household with the interest, liens and claims, if any, of Household Bank to attach to the sale proceeds in the same priority and dignity as they held at the date of the commencement of this case.

WHEREFORE, the Trustee requests that:

1. The Trustee be authorized to sell at public auction through Fred Radde and Radde & Sons a 2004 Polaris Sportsman 500 ATV Registration No. 939PU free and clear of all claimed liens, claims, and interests of Household Bank with those liens, claims and interests, if any, to attach to the proceeds received by the Trustee from the sale of the Polaris ATV in the same priority and dignity as it held at the date of the commencement of this case.

2. That the Trustee be authorized to execute such documents as are necessary to effectuate the sale.

FULLER, SEAVER & RAMETTE, P.A.

Dated: September 24, 2004

By: /e/ Randall L. Seaver
Randall L. Seaver 152882
12400 Portland Avenue South, Suite 132
Burnsville, MN 55337
(952) 890-0888

Attorneys for Randall L. Seaver, Trustee

VERIFICATION

I, Randall L. Seaver, Trustee for the above bankruptcy estate, the moving party named in the foregoing Notice of Motion and Motion, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

Executed on September 24, 2004

/s/ Randall L. Seaver
Randall L. Seaver, Trustee

**Larkin
Hoffman**
ATTORNEYS

Larkin Hoffman Daly & Lindgren Ltd.

1500 Wells Fargo Plaza
7900 Xerxes Avenue South
Minneapolis, Minnesota 55431-1194

GENERAL: 952-835-3800
FAX: 952-896-3333
WEB: www.larkinhoffman.com

July 30, 2004

Randall L. Seaver, Trustee
Portland Corporate Center
12400 Portland Avenue South, Suite 132
Burnsville, MN 55337

Re: Jerald Ernest Truh and Hummy Delona Truh
Bankruptcy Case No. 04-43495 - Our File No. 29398-00

Dear Mr. Seaver:

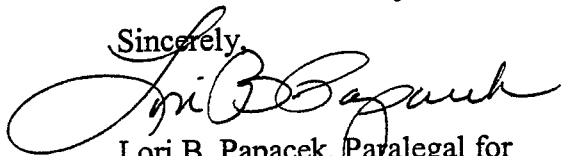
As you requested at the 341 Creditors Committee meeting, enclosed please find the June and July bank statements.

You had also requested a history on the ATV, which is as follows (we have also attached back-up information on the history):

- Debtors originally had a 2000 Magnum 2X4 Polaris 4 Wheeler which was paid in full over time. The approximate value was \$5,000.00
- Debtors then purchased a 2002 Polaris Sportsman ATV on September 15, 2001 for \$6,540.44 which was put on the Polaris Star Card. This ATV was stolen and Debtor's received insurance proceeds from the theft which they put into their Company.
- Debtors then purchased a 2002 Polaris 500 XCSP Snowmobile on January 24, 2003, together with various clothing, for \$6,140.00 which was put on the Polaris Star Card.
- Debtors then took the 2000 Magnum 2X4 Polaris 4 Wheeler and the 2002 Polaris Snowmobile and traded it in for the 2004 Polaris Sportsman 500 ATV on July 24, 2003 for \$5,915.74 less \$5,200.00 for the trade-ins for a total amount of \$715.74 which was put on the Polaris Star Card.
- The Debtors have a balance of \$4,900.00 still owing Retail Services.

Please let us know if you need anything additional.

Sincerely,



Lori B. Papacek, Paralegal for
Larkin Hoffman Daly & Lindgren Ltd.

Direct Dial: 952-896-3229
Direct Fax: 952-842-1734
Email: lpapacek@larkinhoffman.com

Enclosures

cc: Jerald and Hummy Truh (w/enclosures)
Kenneth Corey-Edstrom, Esq.

955804.1

EXHIBIT A

FROM : CHOPPER

FAX NO. : 7635729733

Jul. 26 2004 12:04PM P2



CHOPPER CITY SPORTS

Business Office Signature

Date

DRIVERS LICENSE NO.
PUR. T 600 402 234 7197191 - Hwy 65 NE FRIDLEY, MN 55432
(763) 572-2100

CO-PUR.

Social Security Number

Purchaser Jerry E Truh9-16-61
D.O.B.

Bus. Phone

763-753-5858
Res. Phone

Co-Purchaser

First Name

Middle Name

Last Name

D.O.B.

Bus. Phone

Res. Phone

Address 3632 180th Ave N City AndoverState MN Zip 55304

I hereby agree to purchase from you under the terms and conditions specified, the following:

County

☒ New ☐ Demonstrator☐ Used ☐ Driver TrainingSerial No. 4XAC150A42A533243

Lic. No.

Stk. No.

Delivery of this purchase is to be made Date _____ Time _____, YR _____, or as soon thereafter as possible.

It is agreed, however, that neither Chopper City Sports, nor the Manufacturer will be liable for failure to effect delivery.

TRADE-IN INFORMATION

☐ HAS EXTENDED WARRANTY ☐ NO EXTENDED WARRANTY

YEAR MAKE & MODEL

LIC. NO. SER. NO.

ENG. MILEAGE

The emission control devices on this vehicle are intact and have not been altered.

Customer's Signature

SELLING PRICE	6099	-	
TRADE-IN ALLOWANCE AND DISCOUNT			
BALANCE DUE			
FREIGHT			
SET UP			
SALES TAX	396	94	
LICENSE & TRANSFER	20	-	
DOCUMENT FEE	25	00	25.00
EXTENDED WARRANTY	6540	44	
TOTAL BALANCE DUE			
DEPOSIT RECEIPT NO.			
BALANCE DUE			
CASH ON DELIVERY			
FINANCE AMOUNT			
PAY OFF ON TRADE-IN			
GRAND TOTAL (Finance)			
(Cash)			

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am 18 years of age, or older, and hereby acknowledge receipt of a copy of this order.

THE TERMS OF THIS CONTRACT OF SALE WERE AGREED UPON AND THE CONTRACT SIGNED IN THIS DEALERSHIP ON THE DATE NOTED AT TOP OF FORM.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

James J. Truh
Customer's Signature

Purchaser's Signature

Accepted Dealer's Signature

(This order is not binding on dealer until accepted by dealer in writing.)

Brett E. Truh
Salesman's Name

Received Time-Jul. 26.-12:48PM

MODEL & YEAR

2002 Spectra 500 H.O. Helmet

5299
100

285143207

STAR CARD

DECLINATION OF COVERAGE

The Mechanical Repair Agreement has been explained to me in conjunction with my purchase.

☐ I choose NOT to purchase the Mechanical Repair Agreement at this time with the full understanding that any repairs after the expiration of the original factory warranty period shall be completely at my expense.

Date

Customer Signature

NEW VEHICLE OR USED VEHICLE
WITH REMAINING FACTORY WARRANTY

☐ Any warranties on the products sold hereby are those of the manufacturer. As between this retail seller and buyer, the product is to be sold "AS IS" and the entire risk as to the quality and performance of the product is with the buyer. The seller expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for particular purposes, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. This disclaimer by this seller in no way affects the terms of the manufacturer's warranty. The buyer acknowledges being so informed prior to the sale.

Date

Purchaser's Signature

USED VEHICLE

☐ No guarantee, No guarantee or warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. This vehicle is being sold on an "As is Basis with All Faults". The Buyer hereby acknowledges that the entire risk as to the quality and performance of this vehicle is with the Buyer. The Buyer assumes full responsibility for making inspections and repairs as may be necessary before putting this vehicle to use.

The above warranty information was explained to me prior to the sale.

Salesman

Buyer

FROM : CHOPPER
SNOWMOBILE 190.308 1/4 MILE

FAX NO. : 7635729733

Jul. 26 2004 12:04PM P1

POLARIS
Believe It.

Chopper City Sports

Business Office Signature

Date 1/24/03

472 886 636

Social Security Number

703 753 5858

DRIVERS LICENSE NO.
PUR. T 600 407 234 719

7191 - Hwy 65 NE FRIDLEY, MN 55432
(612) 572-2100

CO-PUR.

Purchaser GERARD BRANST TRU 9/16/01

First Name

Middle Name

Last Name

O.B.B.

Bus. Phone

Res. Phone

Co-Purchaser

First Name

Middle Name

Last Name

O.B.B.

Bus. Phone

Res. Phone

Address 3632 180th Ave City ANDOVER State MN Zip 55304

County ANDER

☐ New ☐ Demonstrator
☐ Used ☐ Driver Training

Serial No. 4XANPSC562B207521 Lic. No. MD7521 Stk No. P07521

Delivery of this purchase is to be made Date _____ Time _____, YR _____, or as soon thereafter as possible.
It is agreed, however, that neither Chopper City Sports, nor the Manufacturer will be liable for failure to effect delivery.

TRADE-IN INFORMATION

☐ HAS EXTENDED WARRANTY ☐ NO EXTENDED WARRANTY

YEAR MAKE & MODEL

LIC. NO. SER. NO.

ENG. MILEAGE

The emission control devices on this vehicle are intact and have not been altered.

Customer's Signature

SELLING PRICE	5195 ⁰⁰		
TRADE-IN ALLOWANCE AND DISCOUNT			
BALANCE DUE			
FREIGHT	CLOTHING	534 ⁰⁰	
SET UP			
SALES TAX		337 ⁴⁸	
LICENSE & TRANSFER		48 ⁰⁰	
DOCUMENT FEE		25 ⁰⁰	25 ⁰⁰
EXTENDED WARRANTY			
TOTAL BALANCE DUE		6140 ⁰⁰	
DEPOSIT RECEIPT NO.			
BALANCE DUE			
CASH ON DELIVERY			
FINANCE AMOUNT			
PAY OFF ON TRADE-IN			

GRAND TOTAL (Finance)
(Cash)

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am 18 years of age, or older, and hereby acknowledge receipt of a copy of this order.

THE TERMS OF THIS CONTRACT OF SALE WERE AGREED UPON AND THE CONTRACT SIGNED IN THIS DEALERSHIP ON THE DATE NOTED AT TOP OF FORM.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Gerard E. Branst
Customer's Signature

Purchaser's Signature

Accepted Dealer's Signature

(This order is not binding on dealer until accepted by dealer in writing.)

Salesman's Name

Received Time-Jul.26.-12:48PM

MODEL & YEAR

07 500 XCS

51 95 00

285 340912

285 310 206

CHUHO BIBS

DECLINATION OF COVERAGE

The Mechanical Repair Agreement has been explained to me in conjunction with my purchase.

☐ I choose NOT to purchase the Mechanical Repair Agreement at this time with the full understanding that any repairs after the expiration of the original factory warranty period shall be completely at my expense.

Customer Signature

Date

NEW VEHICLE OR USED VEHICLE
WITH REMAINING FACTORY WARRANTY

☐ Any warranties on the products sold hereby are those of the manufacturer. As between this retail seller and buyer, the product is to be sold "AS IS" and the entire risk as to the quality and performance of the product is with the buyer. The seller expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. This disclaimer by this seller in no way affects the terms of the manufacturer's warranty. The buyer acknowledges being so informed prior to the sale.

Purchaser's Signature

Date

USED VEHICLE

☐ No guarantee. No guarantee or warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. This vehicle is being sold on an "As is Basis with All Faults". The Buyer hereby acknowledges that the entire risk as to the quality and performance of this vehicle is with the Buyer. The Buyer assumes full responsibility for making inspections and repairs as may be necessary before putting this vehicle to use.

The above warranty information was explained to me prior to the sale.

Salesman

Buyer

NORTHWAY SPORTS
10511 HWY 65 NE
EAST BETHEL, MN 55011

07/24/03 47869 1

DUPLICATE INVOICE

JERRY TRUH
3632 180TH AVE
ANDOVER, MN 55304

47869 07/24/03 753-50 6

ASAP

1	EACH	1 A04CH50AA	04' SPORTSMAN 500,HO GRN EACH	5,819.00
				5,819.00
1	EACH	1 352	ATV LIC. EACH	56.30
				56.30
1	EACH	1 602NP5CSU	2002 XC 500 SP USED EACH	3,100.00
				3,100.00
			* Return *	
1	EACH	1-A00CB32CAU	2000 MAGNUM 2X4 USED EACH	3,100.00
				3,100.00
			* Return *	

675.30

Str: 1 Reg: 1 Drw: 1 Upr:BJL 13:49
CHEC 715.74

40.34
715.74
715.74
.00

RANDALL L. SEAVER
UNITED STATES CHAPTER 7 PANEL TRUSTEE

PORTLAND CORPORATE CENTER
12400 PORTLAND AVENUE SOUTH, SUITE 132
BURNSVILLE, MN 55337

Telephone: (952) 890-0888
Facsimile (952) 890-0244

August 4, 2004

Household
2700 Sanders Road
Prospect Heights, IL 60070

RE: Jerald Ernest Truh and Hummy Delona Truh
BKY No. 04-43495

Dear Sir/Madam:

Recently I was appointed Trustee in the bankruptcy of the above captioned Debtor(s). You are listed as a secured creditor in the Debtors' bankruptcy Schedule D. As Trustee, I would request that you provide me within 14 days of the date of this letter, documentation that you possess a duly perfected lien or security interest in property of the Debtor(s). The information which will establish the duly perfected lien or security interest would include all of the following:

1. A statement of the amount due as of the date of filing, net of precomputed interest and finance charges and unearned interest.
2. A copy of the promissory note, account, contract or other agreement which establishes the amount which you claim to be due.
3. If you claim security in a motor vehicle, a copy of the certificate of title.
4. If you claim security in personal property other than a motor vehicle, a copy of the security agreement and the financing statement which must show evidence of where and when it was filed.
5. If you claim security in real estate, a copy of the mortgage, mechanic's lien, judgment entry or other document showing where and when it was recorded, including any book and page number or case number where it can be found.
6. The value of the property in which you claim security.

Upon receipt of this documentation, I will determine whether the property in which creditors claim security has a fair market value which exceeds the secured debt. If there is equity in

EXHIBIT B

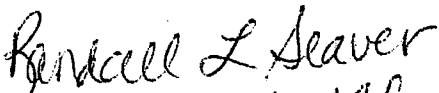
property of the Debtor(s) which has not been claimed exempt, I will seek to dispose of the same and pay secured debts in accordance with their priority from the sale proceeds. If the documentation I receive discloses proper perfection of liens, encumbrances or security interests greater than the value of the collateral, I may abandon the property from administration of the bankruptcy. The abandonment of property by the Trustee constitutes a disclaimer of any interest in the collateral and will enable secured creditors to proceed in any manner authorized by law to collect their debt from the property in which they hold collateral. You should be very certain that you do not take any action against the property of the bankruptcy estate until an order of abandonment has been filed by the court.

You must provide the requested information to me even if you have or will be filing a proof of claim with the bankruptcy court, and even though the Debtor(s) have or propose to reaffirm the indebtedness to you. Without the above information I cannot determine whether to abandon the property in which you may have a security interest and it may be necessary for me to seek authority from the court to sell the property.

This letter will also confirm that the bankruptcy estate has not obtained insurance coverage on the property in which you claim an interest. You should assure that you have adequate insurance coverage on the property.

Thank you for your cooperation.

Very truly yours,


Randall L. Seaver *RLS*
Trustee

RLS:klf
Enclosure

RANDALL L. SEAVER
UNITED STATES CHAPTER 7 PANEL TRUSTEE

PORTLAND CORPORATE CENTER
12400 PORTLAND AVENUE SOUTH, SUITE 132
BURNSVILLE, MN 55337

Telephone (952) 890-0888
Facsimile (952) 890-0244

August 26, 2004

Household
2700 Sanders Road
Prospect Heights, IL 60070

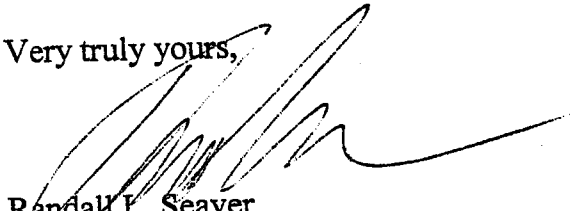
RE: Jerald Ernest Truh and Hummy Delona Truh
BKY No. 04-43495

Dear Sir/Madam:

The above individuals filed a Chapter 7 bankruptcy petition on June 22, 2004. I was appointed as Trustee. A copy of the Notice of Meeting of Creditors, etc. confirming those facts is enclosed.

The Debtors owned a 2004 Polaris ATV on the date of filing. They purchased that ATV, according to them, on July 24, 2003. They have asserted to me that they believe you may have a purchase money security interest in the ATV. If you believe you have a purchase money security interest in the ATV, please provide me with the documentation which you believe establishes that interest within two weeks from the date of this letter. If I have not received any such proof from you, I will assume that you do not claim any purchase money security interest in the ATV.

Very truly yours,



Randall L. Seaver
Trustee

RLS:klf
Enclosure

EXHIBIT C

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

BKY No. 04-43495

In re:

Jerald Ernest Truh and Hummy,
Delona Truh,

UNSWORN CERTIFICATE OF SERVICE

Debtors.

I, Kari L. Fogarty, declare under penalty of perjury that on September 24, 2004, I mailed a copy of the Notice of Motion and Motion to Sell Property Free and Clear and proposed Order by first class mail, postage prepaid to each entity named below at the address stated below for each entity:

See attached service list.

FULLER, SEAVER & RAMETTE, P.A.

Dated: September 24, 2004

By: /e/ Kari L. Fogarty
Kari L. Fogarty
12400 Portland Avenue South, Suite 132
Burnsville, MN 55337
(952) 890-0888

Label_Matrix
for 04-43495
Thu Sep 23 13:29:26 CDT 2004

(69)

JERALD ERNEST TRUH
3632 180TH AVENUE
ANDOVER, MN 55304

HUMMY DELONA TRUH
3632 180TH AVENUE
ANDOVER, MN 55304

RANDALL L SEAVER
12400 PORTLAND AVE S STE 132
BURNSVILLE, MN 55337

KENNETH COREY-EDSTROM
LARKIN HOFFMAN DALY
7900 XERXES AVE S STE 1500
BLOOMINGTON, MN 55431-1194

LINDA JEANNE JUNGERS
STEWART ZLIMEN & JUNGERS
430 OAK GROVE ST RM 200
MINNEAPOLIS, MN 55403

AG ADJUSTMENTS LTD
1600 OLD COUNTRY ROAD
PO BOX 9109
PLAINVIEW NY 11803-9109

AA POLY BAG
7575 TROY LANE NORTH
MAPLE GROVE MN 55311

ABLE PROPERTY MANAGEMENT
ATTN TIM CHIES
3790 - 117TH LANE NW
COON RAPIDS MN 55433

ADAMS PLASTIC
ATTN MILES DOWNEY
501 NORTH HOMAN AVENUE
CHICAGO IL

ADVANTA MASTERCARD
PO BOX 30715
SALT LAKE CITY UT 84130-0715

AFFORDABLE COURIER
151 SILVER LAKE ROAD 5B
NEW BRIGHTON MN 55112

AMERICAN CARTON
ATTN STEVE G
4041 HIAWATHA AVENUE
MINNEAPOLIS MN 55406

AMERICAN CONVERTERS INC
5360 MAIN STREET NE
FRIDLEY MN 55421

AMERICAN EXPRESS
PO BOX 360002
FT LAUDERDALE FL 33336-0002

AMERICAN PLASTIC
ATTN LAURA
PO BOX 178
TRACY CA 95378

BANKCARD SERVICES
PO BOX 17313
BALTIMORE MD 21297-1313

BANKCARD SERVICES
PO BOX 3038
EVANSVILLE IN 47708-3038

BERKLEY RISK ADMINISTRATORS
PO BOX 59143
MINNEAPOLIS MN 55459-0143

BLUMENTHALS
ATTN MASON
905 SOUTH BROAD AVENUE
NEW ORLEANS LA 70125

CHAMPION EXPEDITE
ATTN ROB
123 COLUMBIA COURT NORTH SUITE 101
CHASKA MN 55318

CHASE AUTO
PO BOX 15700
WILMINGTON DE 19866-5700

CITI CARDS
PO BOX 6406
THE LAKES NV 88901-6406

CKKS
ATTN MIKE SHIDELL
3570 LEXINGTON AVENUE NORTH SUITE 3
ST PAUL MN 55126-8077

D B RSM
ATTN LINDA THOMAS
305 FELLOWSHIP ROAD SUITE 100
PO BOX 5471
MT LAUREL NJ 08054

DISCOVER
PO BOX 15156
WILMINGTON DE 19886-1002

EXCEL THREAD
90 DAYTON AVENUE BLDG 6C
PASSAIC NJ 07055

FEDERAL FOAM TECHNOLOGIES
ATTN BOB RAU
600 WISCONSIN DRIVE
NEW RICHMOND WI 54017

FINKENS WATER CENTER
PO BOX 466
CLEARWATER MN 55320

Label_Matrix
for 04-43495
Thu Sep 23 13:29:26 CDT 2004

FIRST FINANCIAL SERVICES
PO BOX 816
FRANKFORT IL 60423

FIRST NATIONAL BANK OF ELK RIVER
729 MAIN STREET
ELK RIVER MN 55330

FLEET CREDIT CARD
PO BOX 15368
WILMINGTON DE 19886-5368

FLYNN JAMES P
2653 CLEARVIEW AVENUE
MOUNDSVIEW MN 55112

GRANAT INDUSTRIES
ATTN HOWARD
875 NICHOLAS BLVD
ELK GROVE VILLAGE IL 60007

KOHL'S
PO BOX 2983
MILWAUKEE WI 63201-2983

M I DEALER FINANCE INC
PO BOX 26128
MILWAUKEE WI 53226-9504

MI MARSHALL ILSLEY BANK
PO BOX 3186
MILWAUKEE WI 53201-3186

MARTIN ANNA
2841 100TH STREET
FREDERIC WI 54837

MBNA AMERICA
ATTN DAN DESKI
PO BOX 15971
WILMINGTON DE 19850-5026

MCNALLAN OFFICE SYSTEMS
ATTN JEFF MCNALLAN
8851 ZEALAND AVENUE NORTH
MINNEAPOLIS MN 55445

MID-STATES EXPRESS
1745 RIDGEWAY
PO BOX 281
HAMMOND WI 54015

OFFICE DEPOT
PO BOX 9020
DES MOINES IA 50368-9020

PLASTIC FILM CORP
ATTN DEBBIE
7725 SOUTH QUINCY
WILLOWBROOK IL 60527

PLATINUM PLUS
PO BOX 15469
WILMINGTON DE 19886-5469

PORTER MIKE
CO N TECHNOLOGY DRIVE
PEABODY MA 01960

PRIORITY COURIER
PO BOX 10528
WHITE BEAR MN 55110

PRO COURIER
5103 INDUSTRIAL BLVD NE
SUITE 103
MINNEAPOLIS MN 55421

QUESTER
ATTN RALPH OR GREG
6311 OAKWOOD DRIVE
DES MOINES IA 50322

RAPID PACKAGING
ATTN MARTY G
8600 WYOMING
MINNEAPOLIS MN 55445

RESEARCH SUPPLY MARKETING
ATTN KENNY IRISH
216 TOWER ROAD
PO BOX 682
FERGUS FALLS MN 56537-0682

ROCHFORD SUPPLY INC
ATTN STEVE FARKUS
1500 WASHINGTON AVENUE
MINNEAPOLIS MN 55411

SAF
265 NORTHDAL BLVD NW
COON RAPIDS MN 55448

SERVICE FIRST
2242 UNIVERSITY AVENUE WEST
SUITE B6
ST PAUL MN 55114

SPIRIT SCREEN PRINTING
1715 BROADWAY STREET NE
MINNEAPOLIS MN 55413-2638

TCF MORTGAGE
801 MARQUETTE AVENUE
MINNEAPOLIS MN 55402-3475

TOP VALUE
ATTN BILL WHITE
PO BOX 1250
CARMEL IN 46032

TRUH WALTER
650-21ST PINE DRIVE
CAMBRIDGE MN 55008

US BANK
PO BOX 2188
OSHKOSH WI 54903-2188

Label_Matrix
for 04-43495
Thu Sep 23 13:29:26 CDT 2004

VALUE VINYL
ATTN BARBIE
2918 WEST PARK ROW
ARLINGTON TX 76013

WELLS FARGO
711 WEST BROADWAY ROAD
TEMPE AZ 85282

ANOKA COUNTY SHERIFF
ANOKA COUNTY COURTHOUSE
ANOKA MN 55303

UNITED STATES TRUSTEE
1015 US COURTHOUSE
300 S 4TH ST
MINNEAPOLIS MN 55415

UNITED STATES ATTORNEY
600 US COURTHOUSE
300 S 4TH ST
MINNEAPOLIS MN 55415

STATE OF MINNESOTA
DEPT OF MANPOWER SERVICES
390 N ROBERT ST
ST PAUL MN 55101

MN DEPT OF REVENUE
BANKRUPTCY SECTION
PO BOX 64447
ST PAUL MN 55164

WELLS FARGO BANK NA
C/O LINDA JUNGERS
430 OAK GROVE ST STE 200
MPLS MN 55403

ETRADE
PO BOX 57091
IRVINE CA 92619

HOUSEHOLD
2700 SANDERS RD
PROSPECT HEIGHTS IL 60070

MBNA AMERICA (DELAWARE) NA
BECKET & LEE LLP
PO BOX 3001
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CITIBANK USA NA
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PO BOX 9025
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3936 E. Fort Lowell Road, #200
Tucson, AZ 85712-1083

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

BKY No. 04-43495
Chapter 7

Jerald Ernest Truh and Hummy
Delona Truh,

ORDER

Debtors.

The above matter came before the court on the motion of the Trustee seeking authorization to sell property of the Estate free and clear at public auction and the Trustee seeks approval of the sale.

Appearances were as noted on the record.

Based upon all the files, records and proceedings herein and the court being fully advised in the premises,

IT IS HEREBY ORDERED:

1. The Trustee's motion for approval to sell 2004 Polaris ATV Registration No. 939PU("Polaris") free and clear of all liens and claims, if any, of Household Bank (sb), NA ("Household").

2. The Trustee is authorized to execute such documents as are necessary to effectuate the above sale.

BY THE COURT:

Dated: _____, 2004

Nancy C. Dreher
U.S. Bankruptcy Judge